UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA \$ Claim No: 1998A12308 \$ vs. \$ Anita Mason

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Macomb County, Michigan within the jurisdiction of this Court and may be served with service of process at 29195 Gloede Drive, Apt. C, Warren, Michigan 48088.

The Debt

3. The debt owed the USA is as follows:

| A. Current Principal (after application of all prior payments, credits, and offsets) | \$930.84 |
|--|------------|
| B. Current Capitalized Interest Balance and Accrued Interest | \$1,728.58 |
| C. Administrative Fee, Costs, Penalties | \$14.94 |
| D. Credits previously applied (Debtor payments, credits, and offsets) | \$0.00 |

E. Attorneys fees

\$0.00

Total Owed

\$2,674.36

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 10.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

- B. For attorneys' fees to the extent allowed by law; and,
- C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U.S. DEPARTMENT OF EDUCATION CERTIFICATE OF INDEBTEDNESS SAN FRANCISCO, CALIFORNIA

Name:

Anita Mason

AKA:

N/A

Address:

17178 Eureka St

Detroit, MI 48212

SSN:

Total debt due United States as of:

12/2/97

\$1,376.27

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$930.84 from 12/2/97 at the annual rate of 10%. Interest accrues on the principal amount of this debt at the rate of \$0.26 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 9/26/88 the debtor executed promissory note(s) to secure loan(s) from Citibank (New York State) c/o HEAF Processing Center - St Paul, MN under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 5/4/92 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$68.38, thereby increasing the principal balance due to \$930.84.

After application of the last voluntary payment of \$0.00 which was received on N/A the debtor now owes the following:

Principal:

\$930.84

Interest:

\$430.49

Administrative/Collection Costs:

\$14.94

Penalites:

\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

12/14/97 (Date)

Loan Analyst

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| 2147 PENNSYLVANIA | (313) 891-6584 |
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tied in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School 2 Central on the section of this part of the information provided in Sections A and B and this School 1 Central on the section of this part of the section of th yndei Thæ Selective Service Act necessary to receive financial aid, is not in default on any iden made under any Title IV student assistance program identilied in 34 CFR Part 668, and is not liable for any Title IV student made under any student assistance program identilis not liable for any regund of any grant made under any student assistance program identilism of any student assistance program identilization. I hereby certify that the student named in Section A of this application is accepted for en-rollment or is enrolled as at least a half-time student, and is making satisfactory progress in a program determined by this institution, under the regulations applicable to this loan program, the tellicable of this loan program, it will be supposed gram, to be eligible for the loan applied for I further certify that based upon records available at this institution, and due inquiry to the student, the student has satisfied the requirements at this institution and due inquiry to the student, the student has satisfied the requirements at this leading to a satisfied the requirements.

I understand that in certain regarders authorized by the Act the payments I am required to I moderate that the Hear secretary and the Hear secretary make, as described under Repayment in this Note, may be deferred. The instances cerrently the name of the Hear is the Hear spoke and requisitions of the Hear including, without limitation, submission of responsion and Regulations of the Hear including, without limitation, submission of responsion of the Hear including, without limitation, submission of the hear including.

F DEFERMENT

same method by which interest payments were computed. unearned interest that I have paid. The amount of any such rebate will be computed by the At my option and without penalty, I may prepay at any time all or any part of the unpaid principal balance of this Note. In the event of prepayment, I will be entitled to a refund of any

E. PREPAYMENT

c. If I quality for postponement of my payment ment in this Note, or if the lender grants "forbes ment in this 5- and 10-year period will not be included in the 5- and 10-year period ensure that during each year of the repaymen GSL, PLUS or SLS program loans outstandin least \$600 of the unpaid principal of all such lost. b. The lender may require a repayment period

a. Il, during the grace period, I request a shorte any period described under Deferment in this his part of the under may add any interest to the un baid when it is due, in accordance with the RESLESS.

(5) I will repay this loan over a repayment perion (1) will repay this loan over a repayment perion (1) will repay this loan over a repayment perion (1) will repay the case of the perion of the perion

made on my behalf under the regulations grand made on my behalf under the regulations grand this loan is payable by the Secretary, the len me. I may however, choose to pay this interest on this repayment period begins hall be accrues on this loan, except that if the interest period was payable by the Secretary file Set period was payable by the Secretary file Set period was payable by the Secretary file Set and the period was payable by the Secretary file Set and the period was payable by the Secretary file Set and the period was payable by the Secretary file Set and the period was payable by the Secretary files Set and the period was payable by the Secretary files Set and the period was payable by the Secretary files Set and the period was payable by the Secretary files Set and the period was payable by the Secretary files Set and the period was payable by the Secretary files at a school that is participating in the Guara () The Secretary will pay the interest that ac and during any deferment period, if it is de However, during the grace period I may requ grace period begins when I cease to carry

than the end of my grade period. will repay this loan in periodic installments

" THEPAYMENT "

under the Act, and the Rules and Regulatio law, this Note shall be governed by the law Higher Education Assistance Foundation I and the terms of this Promissory Note will of the Higher Education Act of 1965, as at i understand that the lender has applied

C. GENERAL

mref ent lis zellitriebi tant trametate erus I understand that before I receive my firs

B. DISCLOSURE OF LOAN IN

3. The Origination Fee will be deducted on by federal isw and will be reflected on refunded, pro ratist, on undisbursed am disbursement, if the loan check is not check is refurned to the learner uncashe

actual guarantee tee charged.

attributable to any disbursement I do not applied to my loan balance or be return

HEAF may charge a fee to guarantee my loan. The amount, if any, is governed by current and an analysis of default —If I default on this loan; including interest, immediate so my loan. The amount of the loan, including interest, immediate my permanent for guarantee my loan. The Guarantee is and Heaf may declare the entire unpaid amount of the loan, including interest, immediate my permanent for guarantee in the current of the loan, including interest, immediately included proportionately from each disbursement of spilositions aigned on the constant of the loan, including interest, immediately included proportionately from each disbursement of the loan, including interest, immediately and the charge in the control of the loan, including interest, immediately and the charge in t

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rate on this loan will be 8% through the fourth year of repayment. Beginning on the first day of the fifth year of repayment, and the loan will be 10%. A "new borrower" is one who has no outstanding balance on a GSL, PLUS, ALAS, SLS or Consoil-dation Loan on the date he or she signs the promissory note for a loan to cover a period of enrollment beginning on or after July 1, 1988. defit Losin rawing an appricable interest rate of 5%, in a appricable interest rate of inso to insolve in the rawing an appricable interest rate of 13%, or 9%, the applicable interest rate of 17%, 8%, or 9%, the applicable interest rate of 17%, 8%, or 9%, the applicable interest rate of 17%, 8%, or 9%, the applicable interest rate of 17%, 8%, or 9%, the applicable interest rate of 10st village of 18%. If the applicable interest rate of 10st village 18%, I understand that it am eligible for tederal applicable interest amil be 9%, the Secretary of Education (Secretary) (a) during the pared 1 am in school on at least a half-time basis, (b) during the grace period described under Deferment in this Mote. If am a "new borrower" (as defined as allowed by and described under Deferment in this Mote. If am a "new borrower" (as defined below) with a period of enrollment beginning on or after July 1, 1988, my applicable interest rate on this loan will be 8% through the flourth year of repayment. Beginning on the lirst day rate on this loan will be 8% through the flourth year of repayment. Beginning on the lirst day 1. Interest on the unpaid principal balance. The applicable interest rate on this bag will be figured in the following manner: If I have an unpaid principal balance on a Guaranteed Sludent Loan paying an applicable interest rate of 6%, the applicable interest rate on this loan dent.

The Interest, Guarantee Fee, and Oxigination Feel asset in the first in the free feet, and the feet and the feet of the feet o

YAY OT 32IMORY .A **GSL PROMISSORY NOTE**

SCHOOL CERTIFICATION

will not be included in the 5- and 10-year period:

| Search | Federal persons | Industries | Industries | Federal persons | Industries | Industries | Federal persons | Industries |

authorize the lender, subsequent holder, on information in the lending institution, information per (e.g., ref) mission in the make inquiries to or lender on the inquiries to or HEAF to make inquiries to or HEAF to the inquiries of th I authorize the lender to make my loan reby authorize the school to pay to the amount of this loan. I further authorize ty that the information contained in my to the best of my knowledge and belief of the United States of America that the

ist organization about the accuracy and

lo a request from any credit bureau orga-

this loan, the lender, holder or guaranty nor of the lender, holder or guaranty addressing the second size of the lender holder or guaranty agency information about the default will be distributed to the loan within the 3D has a present or the loan within the second s

nd its repayment will be reported to one or

ter it is due or it I fail to provide written evi-ent deferred as described under Deferment ts for each dollar of each late installment.

ne a late charge if I fail to pay all or part of a

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

NAME TO BACK OF PROMISSORY NOTE

1. Warrants that:

- a) no defense of any party is good against the undersigned; and
- b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
- Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead war- $^{\prime}$ rants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.

3. Acknowledges that:

SIGNATURE

- a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
- b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

ill then be required to pay HEAF all amounts

rayable is at the option of the lender, which it slice and other requirements of law, Failure to the of the lender's right to exercise the option ne unpaid principal and accrued interest. De of these amounts. If this loan is referred for Fair Debt Collection Practices Act, I will pay under Repayment and Deferment in this Note; ncluding attorney's fees, that are permitted by

ity Grant, College Work-Study, State Student od National Direct Student Loan), Guaranteed Students (SLS), PLUS loans, or Consolidation om any of the following federal programs: Pell

the

Jili-Act, Jer-

Citibank Student Loan Business

e. not notifying the lender immediately if I (a) drop to less than a half-time student, (b) change

b. making any talse representation for the purpose of obtaining this loan; c. using the loan proceeds for other than educational purposes; d. failing to enroll in the school that completed the application for the time identified as my d. failing to enroll in the school that completed the application for the time identified as my analysis.

less frequent installments; a. failing to make any installment payment when due, provided that this failure persists for 180 days for a loan repayable in monthly installments or 240 days for a loan repayable in

1. Definition—I understand that under the Act, and HEAF Rules and Regulations, any of the

H. DEFAULT

Assistant Vice President

ES-LTHAT OTALASOPPOSST ON WIRTO *ALINA.AJZAM